

TOGUT, SEGAL & SEGAL LLP
Co-Counsel for Delphi Corporation, *et al.*,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Albert Togut (AT-9759)
Neil Berger (NB-3599)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	Chapter 11
DELPHI CORPORATION, <i>et al.</i> ,	:	Case No. 05-44481 [RDD]
	:	
Debtors.	:	Jointly Administered
	:	
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**STIPULATION AND ORDER CONCERNING MOTION BY
PEPCO ENERGY SERVICES, INC. FOR ORDER OF RELIEF FROM
AUTOMATIC STAY, OR IN THE ALTERNATIVE, FOR ORDER
COMPELLING DEBTORS TO ASSUME OR REJECT SALES AGREEMENT**

Recitals

WHEREAS, On October 8, 2005 (the "Filing Date"), Delphi and certain of its affiliates each filed voluntary petitions in this Court for reorganization relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"); and

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, this Court entered Orders directing the joint administration of the Debtors' chapter 11 cases (Docket Nos. 28 and 404); and

WHEREAS, on October 17, 2005, the United States Trustee for the Southern District of New York appointed an Official Committee of Unsecured Creditors (the "Committee") in these cases, which is represented by Latham & Watkins; and

WHEREAS, no trustee or examiner has been appointed in the Debtors' cases; and

WHEREAS, prior to the Filing Date, movant Pepco Energy Services, Inc. ("Pepco") and the Debtors entered into a Master Electric Sales Agreement, dated July 8, 2003 (including all amendments, the "Sales Agreement"), the terms of which are strictly confidential; and

WHEREAS, pursuant to the Sales Agreement, Pepco is the supplier of electricity to the Debtors' New Brunswick, New Jersey facility; and

WHEREAS, on November 21, 2006, Pepco filed its motion for an Order for relief from the automatic stay to provide notice of default and terminate the Sales Agreement, or in the alternative, to compel the Debtors' assumption or rejection of the Sales Agreement (the "Motion"); and

WHEREAS, in the Motion, Pepco requested that: (a) the automatic stay be modified so that Pepco could provide notice to terminate the Sales Agreement based upon an asserted untimely post-petition payment by the Debtors that was outstanding as of the filing of the Motion (and that payment was made the day after the Motion was filed); (b) in the event that the Debtors pay the sums owed to Pepco for the post-petition period later than the exact date such payments are due, the automatic stay be modified without further Order of this Court to permit the termination of the Sales

Agreement; and (c) that the Debtors be compelled to assume or reject the Sales Agreement; and

WHEREAS, on December 29, 2005, the Debtors filed an Objection to the Motion; and

WHEREAS, the Debtors and Pepco have conferred concerning consensual resolution of the Motion.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Debtors and Pepco, through their respective attorneys, as follows:

1. Except as otherwise provided herein, all terms of the Sales Agreement shall remain in full force and effect.
2. Pepco will transmit its monthly prepay invoices to the Debtors no later than the 5th day of the month in which payment of the invoice is due, by e-mailing it to bills@entech.us.
3. The Debtors will have until 10 days after receipt of each monthly prepay invoice at bills@entech.us to pay each invoice.
4. In the event that the Debtors default in the timely payment of any post-petition prepay invoice owing under the Sales Agreement, the Debtors shall have a cure period of two business days following notification of payment default by Pepco to the Debtors at: (a) (937) 455-9636, Attn: Don Poole, and (b) bills@entech.us (the "Cure Period") to cure such default.
5. In the event that the Debtors fail to cure any payment default regarding a post-petition prepay invoice within the Cure Period, Pepco may file with the Clerk of the Court and serve, upon three business days' notice, a notice of presentment of proposed order modifying the automatic stay to allow Pepco to serve upon the Debtors a Notice of Nonpayment and Termination in accordance with the

Sales Agreement (the "Notice of Presentment").

6. Pepco shall transmit the Notice of Presentment by faxing it to the parties designated in paragraph 21 of the Court's October 14, 2005 Case Management Order in the Debtors' case, including: (a) the Debtors, (937) 455-7686, Attn: Don Poole; (b) Togut, Segal & Segal LLP, co-counsel for the Debtors, (212) 967-4258, Attn: Neil Berger, Esq.; and (c) Latham & Watkins, counsel for the Committee, (212) 751-4867, Attn: Robert J. Rosenberg, Esq.

7. The Motion is hereby resolved and withdrawn without prejudice.

8. This Court shall retain original and exclusive jurisdiction to interpret and enforce the terms of this Stipulation including, without limitation, any issues concerning any Notice of Presentment filed and served pursuant hereto.

DATED: New York, New York
February 2, 2006

TOGUT, SEGAL & SEGAL LLP

By: /s/Neil Berger
ALBERT TOGUT (AT-9759)
NEIL BERGER (NB-3599)
Members of the Firm
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Co-Counsel for Delphi Corporation,
et al., Debtors and Debtors in Possession

DATED: Baltimore, Maryland
January 30, 2006

WHITEFORD, TAYLOR & PRESTON L.L.P.

By: /s/Brent C. Strickland
BRENT C. STRICKLAND (BS-7811)
Seven Saint Paul Street
Baltimore, Maryland 21202
Telephone: (410) 347-8700
Counsel for Pepco Energy Services, Inc.

SO ORDERED this _____ day of February, 2006
In New York, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE